



2024 Pavilion Contract Agreement SPIE Astronomical Telescopes + Instrumentation

Benefits:

- 15% Member discount pricing*
- Reduced deposit requirement of 10K or 10% of contract
- Assigned unified exhibit space with enhanced exposure
“Organizers” allowed to subcontract space to regional
“co-exhibitors”
- Access to hanging banner allowance above Pavilion onsite

Includes complementary:

- 1 co-exhibitor SPIE online and app listing per 100 sq ft. (\$825. value each)
- Access to 1 Technical Pass per co-exhibitor

Requirements:

- 600 square feet minimum (54 square meters)
- contiguous space*
- Multiple co-exhibitor representation within exhibit space must have office within contracted Pavilion region; individual satellite exhibit space not eligible
 - “Organizers” plan and contract for shared booth design

Terms:

- “Organizers” identified on SPIE online and app contracted space
- Pavilion Regional Association for the benefit of the region only; no subletting or promotion to outside organizations or regions
- SPIE reserves the right to set growth restrictions and determine final placement
- Co-exhibitor’s earn historical priority points for participation; “organizers” do not earn priority points
- “Organizer” promotes and submits “co-exhibitor” information

COMPANY INFORMATION (Please type or print clearly. This is how your information will appear in promotional materials.)

Exhibitor Name _____

SPIE Corporate Member No Yes Corporate ID# _____

Address _____

City _____

State/Prov. _____

Zip/Postal Code _____

Country _____

General Tel _____

General Fax _____

General Email _____

Web Address _____

The Technical Exhibition is limited to organizations with products or services related to the industry served by the event. See Exhibition Policy #16 for details.

CONTACT INFORMATION

Exhibitor Liaison _____

Job Title _____

Address (if different from above) _____

Tel _____

Email _____

EXHIBITION SPACE SPIE Corporate Member rates reflect a 15% discount. For information visit spie.org/membership.

Space Type	Quantity	Non Member Fee	Corp Member Fee
Tabletop Display	____ x	<input type="checkbox"/> \$3,295	<input type="checkbox"/> \$2,800.75 = \$ _____
3 m x 3 m Booth*	____ x	<input type="checkbox"/> \$4,575	<input type="checkbox"/> \$3,888.75 = \$ _____
Island**	____ sqm x	<input type="checkbox"/> \$582 per sqm	<input type="checkbox"/> \$494.70 per sqm = \$ _____

*Optional booth package _____ x \$500 per 9 sqm (applies to booths only) = \$ _____

**Increments of 9 sqm, 36 sqm minimum

Exhibition Subtotal = \$ _____

Booth packages include 1 reception counter, 1 display counter, 2 chairs, carpet, and wastebasket.

OPTICS.ORG BUYERS GUIDE (Online)

Generate leads year round with a discounted Corporate Partner listing on optics.org. Includes company logo in optics.org buyers guide, one job posting on SPIE Career Center, and logo in all product postings for 12 months.

Special Price for SPIE Exhibitors \$250 (\$850 value)
 optics.org Buyers Guide Subtotal = \$ _____

SPONSORSHIPS Sponsorships not only extend your brand image, but also drive traffic to your booth.

Exhibition Guide Enhanced Listing \$1,050 = \$ _____
 General Sponsorship \$595 = \$ _____
 SPIE.org Enhanced Exhibitor Listing \$1,675 = \$ _____
 Sponsorship Subtotal = \$ _____

Exhibition Subtotal + Buyers Guide Subtotal +
 Sponsorship Subtotal = **Contract Total** = \$ _____

ADDITIONAL ADVERTISING AND SPONSORSHIP OPPORTUNITIES

I would like a SPIE Sales Consultant to contact me regarding **Advertising** and **Sponsorship** opportunities.

SPACE ASSIGNMENTS Space will be assigned according to date contract and payment are received.

We would like to participate in the following Cluster Group: _____
 Clusters are organized by state or country economic development groups. Space is limited and participation is not guaranteed.

SHARED EXHIBIT SPACE

Yes, my company is planning to share space with one or more companies/divisions. A Co-Exhibitor Form will be included in your contract confirmation. A **\$825** nonrefundable administrative fee is charged to the co-exhibiting company.

PAYMENT INFORMATION Contracts submitted after 19 December 2023 require 100% payment. See policy #2 for payment schedule and policy #3 for cancellation policy.

PAYMENT AMOUNT Please check one of the following:

25% deposit only – applicable before 19 December 2023 = \$ _____
 Entire amount in Contract Total = \$ _____

PAYMENT TYPE Please check one of the following:

Check
 Credit Card – SPIE accepts VISA, MasterCard, American Express, Diners Club, and Discover cards.*
 Wire Transfer

Payment instructions will be sent to you upon receipt of this contract.

*Credit card payments will be converted to your local currency by your card company or bank (see <https://www.xe.com> to convert your total fees).

AGREEMENT The signers of this contract warrant they are authorized to sign on behalf of the contracted company and hereby authorizes SPIE to reserve exhibition space, sponsorships, or advertising for use by this company during the **SPIE Astronomical Telescopes + Instrumentation 2024** Exhibition. The undersigned acknowledges receipt of and agrees to make payment at the rates listed, abide by all terms, policies, and other provisions of this contract. The undersigned also acknowledges that SPIE may share contact information with event service providers for the sole purpose of soliciting orders relevant to the exhibition.

Contractor's Signature: _____ Date: _____

For inquiries, contact SPIE Sales:

Kim Abair | kima@spie.org
 Tel: +1 360 685 5499 | Fax: +1 360 647 1445

Lacey Barnett | laceyb@spie.org
 Tel: +1 360 685 5551 | Fax: +1 360 647 1445

Melissa Valum | melissav@spie.org
 Tel: +1 360 685 5596 | Fax: +1 360 647 1445

33007-XAS24ST

Please mail or fax original, signed contract and required payment to: **SPIE Sales, PO Box 10, Bellingham, WA 98227, United States**
 Tel: +1 360 676 3290 | Fax: +1 360 647 1445 | spiesales@spie.org | www.SPIE.org

Please complete next page.



POLICY INFORMATION - Exhibitor and Sponsor (CLIENT) Policies

1. SPACE ASSIGNMENT AND PAYMENT: SPIE reserves the right to determine final placement of the CLIENT. A space may be revoked or changed by SPIE if payment is not in accordance with the payment schedule. SPIE retains the exclusive right to revise the exhibition floor plan and/or move assigned CLIENTS as necessary. SPIE is not obligated to reimburse the CLIENT for any costs stemming from relocation.

2. PAYMENT SCHEDULE:

- A minimum 25% deposit of the total contracted amount must accompany contract. Contracts submitted after 19 December 2023 require 100% payment.
- All contracted charges must be paid in full by 19 January 2024. On 20 January 2024, a 5% late fee will be added to all unpaid balances.
- On 18 February 2024, defaults in payment will result in cancellation of this contract (subject to the cancellation fee schedule).

No space or sponsorship will be reserved or assigned unless appropriate payment and signed contract are received at SPIE Headquarters at PO Box 10, Bellingham, WA 98227. Account delinquency will result in CLIENT's inability to exhibit or sponsor at contracted exhibition as well as book space in future exhibitions. For accounts with more than one unpaid invoice, all cash received will be paid to oldest invoice first.

Payment and Fraud Statement: Please be advised that the wire transfer and banking information initially provided to you will not change. If you receive notice that SPIE has a new bank account or are sent new payment instructions, you should treat this as fraudulent. If you are in doubt of your existing instructions or wish to confirm them, please contact SPIE Customer Service by telephone at +1 360 676 3290 (do not use email) to verify the information you have.

3. CANCELLATION/SPACE REDUCTION: Any cancellation, space reductions, or requests for changes of this contract must be made in writing to SPIE, subject to the following fees:

- On or before 18 December 2023 – Eligible for full refund less a \$500 administrative fee.
- Between 19 December 2023 – 17 February 2024 – Deposit forfeited; excess of deposit paid will be refunded in full.
- After 17 February 2024 – No refund.

In the event of cancellation or reduction of contracted space, and subject to the above schedule, SPIE shall retain the right to: resell cancelled space without rebate or allowance to the CLIENT, cancel requested affiliate space, and reduce priority points by 50%* for non-participation. Non-participation over two consecutive years results in complete loss of priority points*. (*If applicable)

4. CONTRACTED SPACE: Contracted space must have staff and exhibit materials present during open exhibition hours. Failure to do so will result in 50% loss of priority points* and \$250 fee. Late set-up and early tear-down of exhibition space is a public safety concern and harms both CLIENT and SPIE reputation. (*If applicable)

5. CORPORATE MEMBERSHIP: Corporate membership pricing is valid only if the membership is in good standing and dues are fully paid prior to submission of exhibition contract and membership remains in good standing through the duration of the contracted exhibition. If the membership expires prior to or dues are not fully paid at the time of the contracted exhibition, the CLIENT pricing reverts to the nonmember rates and the contracted CLIENT will be liable for the balance due.

6. DISPUTE RESOLUTION / ARBITRATION: Any controversy, claim or dispute arising out of or relating to this agreement, shall be settled through binding arbitration conducted in accordance with the rules of the JAMS Endispute (JAMS) in Washington State, pursuant to the law of that State for determination by a panel of three arbitrators, one selected by CLIENT, one by SPIE and the third by the two selected arbitrators. Should arbitration be desired, the desiring party shall give written notice to the other requesting arbitration and simultaneously notifying JAMS of such request and requesting that JAMS provide a list of appropriately skilled arbitrators to the parties for selection. Upon receipt of such list, the parties shall select their arbitrator within twenty (20) days. The arbitrators shall be instructed to permit such limited discovery as they deem appropriate but shall be required to hear the matter within ninety (90) days of final selections and shall issue a decision thirty days (30) thereafter. In connection with any such arbitration or court proceeding to enforce an arbitration award the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Any decision or award rendered by the arbitration as referenced above may be entered in any court in Washington State having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced.

7. FOOD AND ALCOHOL: Food and alcohol must be supplied and served by facility catering services only. CLIENTS must obtain written permission from SPIE Exhibition Management along with a signed service agreement from the facility.

8. FORCE MAJEURE: In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of SPIE, unfit for occupancy, or in the event the holding of the Exhibition or the performance of SPIE under the Exhibit Reservation Contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of SPIE, said Contract and/or the Exhibition (or any part thereof) may be terminated by SPIE. SPIE shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of SPIE. If SPIE terminates said Contract and/or the Exhibition (or any part thereof) as aforesaid, then SPIE shall not be liable to the CLIENT other than for a refund of such CLIENT's space price payment less a proportionate share of all Exhibition expenses incurred and committed by Show Management of actual expenses, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of SPIE" shall include, but not by way of limitation: fire, casualty, flood, epidemic, pandemic, earthquake or inclement weather; explosion

or accident; blockade or embargo; governmental restraints; restraints or orders of civil defense or military authorities; terrorism or threat of terrorism, act of public enemy, riot, or civil disturbance; strike, lockout, boycott, or other labor disturbance; inability to secure sufficient labor, technical, or other personnel; failure, impairment, or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition, or commandeering of necessary supplies or equipment; local, state, or Federal law, ordinances, rule, order decree, or regulation, whether legislative, executive, or judicial, and whether constitutional or unconstitutional; or Acts of God.

9. HARASSMENT: SPIE promotes an environment that is free of inappropriate behavior and harassment by or towards employees, members, attendees, volunteers, contracts, supplies, or customers. Any form of harassment is unacceptable and will be promptly and thoroughly investigated. SPIE will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in an investigation of same. Individuals not complying with this policy may be asked to leave the event.

10. INSURANCE: Coverage is not optional. CLIENT shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of CLIENT and shall be written on per occurrence basis. Claims made policies are not acceptable and do not constitute compliance with CLIENT's obligations under this paragraph. Required Coverages: (A) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury (including death), contractual, and operation of mobile equipment, products, and liquor liability (if applicable). SPIE must be listed as an additional insured, as well as any other parties as required by the facility. (B) Worker's Compensation insurance.

Certificate of Insurance (COI): CLIENT shall provide SPIE with evidence thereof in the form of a COI from their carrier, 30 days prior to show dates. CLIENT acknowledges that SPIE has no obligations to maintain insurance on CLIENT's behalf.

11. LIABILITY: Upon approval of this contract by an authorized CLIENT representative, it is expressly understood that the CLIENT has read and agrees to abide by the SPIE liability policies. SPIE, and all organizations and individuals who are employed by/or associated with it, in connection with this Exhibition/Sponsorship, will not assume responsibility and shall be held harmless by all CLIENTS for damage or loss resulting from fire, theft, terrorism or threat of terrorism, or any other cause whatsoever, including accident or injury to CLIENTS, their employees and agents, the public, or others. The CLIENT agrees to pay promptly for any and all damages to the exhibition building or its equipment incurred through carelessness, or otherwise, of the CLIENT or its employees or agents.

12. LOSSES: SPIE is not responsible for damage to CLIENT's property or lost shipments either inbound or outbound, nor for moving costs. Damage to inadequately packed property is CLIENT's own responsibility. If CLIENT materials, fixtures or equipment fail to arrive, CLIENT is nevertheless responsible for the exhibit space reserved as per this contract. CLIENTS are advised to insure against these risks.

13. MUSIC LICENSING: No copyrighted music may be played in the exhibition area (including but not limited to: background music on video or audio presentations) without appropriate documented permissions and/or licensing, which is the responsibility of the CLIENT to obtain as well as pay any and all associated fees.

14. RECORDINGS/PHOTOS: Recording and photos of any kind is prohibited without explicit permission from on-site company representatives. Individuals not complying with this policy will be asked to surrender their recording media and to leave the exhibition hall. Refusal to comply with such request is grounds for expulsion from the event.

15. SECURITY: SPIE will provide general security service on a 24-hour basis to the Exhibition area from the beginning of setup hours through the conclusion of the Exhibition. However, SPIE is not responsible for loss or damage to CLIENT's property. CLIENTS are advised to insure against these risks.

16. SELLING ON THE SHOW FLOOR: The Technical Exhibition is limited to organizations with products or services related to the industry served by the event. Direct sales and/or delivery of non-related, retail or consumer products are prohibited.

17. TRANSPORTATION/SETUP: All transportation costs, and any other costs related to exhibit setup not explicitly offered above by SPIE, are to be paid by the CLIENT.

18. GRAPHIC DUE DATES: When applicable, all graphics are due to SPIE by 2 May 2024. All graphics received after 2 May 2024 will be subject to a 5% rush charge for production.

19. EXHIBITING BENEFITS:

- All exhibitors will receive a free, basic company listing in the optics.org Buyers Guide.
- Each contracted tabletop exhibiting company will receive one non-author technical pass. All other contracted exhibiting companies receive two non-author technical passes.

Exhibition Space Specifications

A **Tabletop Display** is defined by system panel walls and includes a .6 m x 1.8 m table, 2 chairs, 100v/200w electrical outlet, carpet, wastebasket, and company name board.

A **Booth** is a 3 m x 3 space defined by system panel walls and includes a company name board. UTILITIES AND BOOTH FURNISHINGS ARE NOT INCLUDED. Exhibitors are required to carpet booth area.

A **Booth Package** is an optional add on to a 9 sqm booth and includes 1 reception counter, 1 display counter, 2 chairs, carpet, and wastebasket.

An **Island** is a grouping of at least four booths not divided by system panel walls and exposed to aisles on all four sides. UTILITIES AND BOOTH FURNISHINGS ARE NOT INCLUDED. Exhibitors are required to carpet exhibit space.